

Harvey R. Miller
Stephen Karotkin
Joseph H. Smolinsky
WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

Attorneys for Debtors
and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

	-----x
In re	: Chapter 11 Case No.
MOTORS LIQUIDATION COMPANY, <i>et al.</i> , f/k/a General Motors Corp., <i>et al.</i>	: 09-50026 (REG)
Debtors.	: (Jointly Administered)
	-----x

**NOTICE OF HEARING ON MOTION OF THE DEBTORS FOR ENTRY OF
AN ORDER PURSUANT TO 11 U.S.C. § 365 AUTHORIZING THE DEBTORS
TO ASSUME AND ASSIGN CERTAIN CONTRACTS TO THE ENVIRONMENTAL
RESPONSE TRUST CONDITIONED ON AND AS OF THE EFFECTIVE DATE**

PLEASE TAKE NOTICE that upon the annexed Motion, dated February 17, 2011 (the “**Motion**”), of Motors Liquidation Company (f/k/a General Motors Corporation) and its affiliated debtors, as debtors in possession (collectively, the “**Debtors**”), for an order authorizing the Debtors to assume and assign certain contracts to the Environmental Response Trust, on and as of the effective date of the Debtors’ proposed Amended Joint Chapter 11 Plan, pursuant to section 365 of title 11, United States Code (the “**Bankruptcy Code**”), and Rule 6004 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), all as more fully set forth in the Motion, a hearing will be held before the Honorable Robert E. Gerber, United States Bankruptcy Judge, in Room 621 of the United States Bankruptcy Court for the Southern District

of New York, One Bowling Green, New York, New York 10004, on **March 3, 2011 at 9:45**

a.m. (Eastern Time), or as soon thereafter as counsel may be heard.

PLEASE TAKE FURTHER NOTICE that any responses or objections to this Motion must be in writing, shall conform to the Federal Rules of Bankruptcy Procedure and the Local Rules of the Bankruptcy Court, and shall be filed with the Bankruptcy Court (a) electronically in accordance with General Order M-399 (which can be found at www.nysb.uscourts.gov) by registered users of the Bankruptcy Court's filing system, and (b) by all other parties in interest, on a CD-ROM or 3.5 inch disk, in text-searchable portable document format (PDF) (with a hard copy delivered directly to Chambers), in accordance with the customary practices of the Bankruptcy Court and General Order M-399, to the extent applicable, and served in accordance with General Order M-399 and on (i) Weil, Gotshal & Manges LLP, attorneys for the Debtors, 767 Fifth Avenue, New York, New York 10153 (Attn: Harvey R. Miller, Esq., Stephen Karotkin, Esq., and Joseph H. Smolinsky, Esq.); (ii) the Debtors, c/o Motors Liquidation Company, 401 South Old Woodward Avenue, Suite 370, Birmingham, Michigan 48009 (Attn: Thomas Morrow); (iii) General Motors LLC, 400 Renaissance Center, Detroit, Michigan 48265 (Attn: Lawrence S. Buonomo, Esq.); (iv) Cadwalader, Wickersham & Taft LLP, attorneys for the United States Department of the Treasury, One World Financial Center, New York, New York 10281 (Attn: John J. Rapisardi, Esq.); (v) the United States Department of the Treasury, 1500 Pennsylvania Avenue NW, Room 2312, Washington, D.C. 20220 (Attn: Joseph Samarias, Esq.); (vi) Vedder Price, P.C., attorneys for Export Development Canada, 1633 Broadway, 47th Floor, New York, New York 10019 (Attn: Michael J. Edelman, Esq. and Michael L. Schein, Esq.); (vii) Kramer Levin Naftalis & Frankel LLP, attorneys for the statutory committee of unsecured creditors, 1177 Avenue of the Americas, New York, New York

10036 (Attn: Thomas Moers Mayer, Esq., Robert Schmidt, Esq., Lauren Macksoud, Esq., and Jennifer Sharret, Esq.); (viii) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, 21st Floor, New York, New York 10004 (Attn: Tracy Hope Davis, Esq.); (ix) the U.S. Attorney's Office, S.D.N.Y., 86 Chambers Street, Third Floor, New York, New York 10007 (Attn: David S. Jones, Esq. and Natalie Kuehler, Esq.); (x) Caplin & Drysdale, Chartered, attorneys for the official committee of unsecured creditors holding asbestos-related claims, 375 Park Avenue, 35th Floor, New York, New York 10152-3500 (Attn: Elihu Inselbuch, Esq. and Rita C. Tobin, Esq.) and One Thomas Circle, N.W., Suite 1100, Washington, DC 20005 (Attn: Trevor W. Swett III, Esq. and Kevin C. Maclay, Esq.); and (xi) Stutzman, Bromberg, Esserman & Plifka, A Professional Corporation, attorneys for Dean M. Trafelet in his capacity as the legal representative for future asbestos personal injury claimants, 2323 Bryan Street, Suite 2200, Dallas, Texas 75201 (Attn: Sander L. Esserman, Esq. and Robert T. Brousseau, Esq.), so as to be received no later than **February 24, 2011, at 4:00 p.m. (Eastern Time)** (the "**Objection Deadline**").

PLEASE TAKE FURTHER NOTICE that if no objections are timely filed and served with respect to the Motion, the Debtors may, on or after the Objection Deadline, submit to the Bankruptcy Court an order substantially in the form of the proposed order annexed to the Motion, which order may be entered with no further notice or opportunity to be heard offered to any party.

Dated: New York, New York
February 17, 2011

/s/ Joseph H. Smolinsky

Harvey R. Miller
Stephen Karotkin
Joseph H. Smolinsky

WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

Attorneys for Debtors
and Debtors in Possession

Harvey R. Miller
Stephen Karotkin
Joseph H. Smolinsky
WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

Attorneys for Debtors and
Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

	-----x
In re	:
MOTORS LIQUIDATION COMPANY, et al.,	:
f/k/a General Motors Corp., et al.	:
Debtors.	:
	:
	-----x

Chapter 11 Case No.

09-50026 (REG)

(Jointly Administered)

**MOTION OF THE DEBTORS FOR ENTRY OF AN ORDER
PURSUANT TO 11 U.S.C. § 365 AUTHORIZING THE DEBTORS TO
ASSUME AND ASSIGN CERTAIN CONTRACTS TO THE ENVIRONMENTAL
RESPONSE TRUST CONDITIONED ON AND AS OF THE EFFECTIVE DATE**

TO THE HONORABLE ROBERT E. GERBER,
UNITED STATES BANKRUPTCY JUDGE:

Motors Liquidation Company (“MLC”) (f/k/a General Motors Corporation) and its affiliated debtors, as debtors in possession (collectively, the “**Debtors**”), respectfully represent:

Relief Requested

1. Pursuant to the Debtors’ proposed Amended Joint Chapter 11 Plan, dated December 7, 2010 (ECF No. 8015) (as such may be amended, supplemented, modified, and restated from time to time, the “**Plan**”), the Debtors will be creating an Environmental Response

Trust (the “ERT”) to hold, manage, and dispose of the properties (the “Properties”) set forth on **Attachment A** to that certain Environmental Response Trust Consent Decree and Settlement Agreement (as defined below), entered into between the Debtors and various governmental units, and pending approval under the Plan. In order to facilitate a smooth transition upon the effective date of the Plan, the trustees of the ERT must have the benefits of certain of the Debtors’ contracts relating to the Properties. As the Debtors will no longer have a use for these contracts, the Debtors wish to assign them to the ERT.

2. By this Motion, the Debtors hereby request authorization, pursuant to section 365 of title 11, of the United States Code (the “Bankruptcy Code”), and Rule 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), to assume those certain lease, brokerage, maintenance, partnership, operating, easement, access, and license agreements (collectively, the “Contracts”) identified on **Exhibit A** annexed hereto, and assign those Contracts to the ERT on the effective date of the Plan. A proposed form of order is annexed hereto as **Exhibit B**.

Jurisdiction

3. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b).

Background

A. **The Environmental Response Trust**¹

4. Since the date on which the Debtors filed their petitions for relief in the above captioned chapter 11 cases (the “Commencement Date”) the Debtors have been assessing

¹ The following is a summary of certain terms of the Plan with respect to the Environmental Response Trust and should not be construed to modify or amend either the Plan or the Environmental Response Trust Consent Decree and Settlement Agreement.

the costs to remediate environmental contamination at the Debtors' various Properties that were no longer integral to the Debtors' operations and that would not be sold as part of the sale of substantially all of their assets. This assessment was done in concert with federal and state government authorities (collectively, the "**Governmental Units**") to ensure that the Debtors would have sufficient funds throughout the duration of the chapter 11 cases, and after confirmation of the Plan, to conduct appropriate remediation at the Properties. Subsequently, the Debtors and the Governmental Units came to an agreement regarding the scope of the Debtors' environmental remedial obligations with respect to the Properties and settled the Debtors' administrative expense liability for cleanup of the Properties.

5. On October 20, 2010, the United States lodged with the Court the Environmental Response Trust Consent Decree and Settlement Agreement (ECF No. 7452) (the "**Settlement Agreement**") (a copy of which is annexed to the Plan as **Exhibit C**), which provides for the formation of the ERT and further provides that the Debtors will fund the ERT with over \$500 million to cover remedial and Governmental Unit oversight costs for the Properties, and \$262 million to fund various administrative activities of the ERT. The Settlement Agreement will be approved as part of the confirmation hearing on the Plan.

B. The Executory Contracts

6. The Debtors have undergone a comprehensive review of their executory contracts to determine which contracts to assume and which to reject. Because the Properties to which the Contracts pertain will be transferred to the ERT upon confirmation of the Plan, the Debtors will no longer benefit from or require these Contracts. Furthermore, because the Contracts are essential to the administration, maintenance, and management of the Properties, the Debtors have determined, in consultation with the proposed trustees of the ERT and in the

exercise of their sound business judgment, that the Contracts that are the subject of this Motion should be assumed and assigned to the ERT, on and as of the effective date of the Plan.

The Relief Requested Should Be Approved by the Court

A. *Assumption and Assignment Of the Contracts
Is a Sound Exercise of the Debtors' Business Judgment*

7. The Contracts identified on Exhibit A are executory contracts. Section 365(a) of the Bankruptcy Code provides, in relevant part, that a debtor in possession, “subject to the court’s approval, may assume or reject any executory contract or unexpired lease of the debtor.” 11 U.S.C. § 365(a). *See also NLRB v. Bildisco & Bildisco*, 465 U.S. 513, 521 (1984); *In re Levigne*, 114 F.3d 379, 386 (2d Cir. 1997). In determining whether an executory contract or unexpired lease should be assumed, courts apply the “business judgment” test. *Orion Pictures Corp. v. Showtime Networks, Inc. (In re Orion Pictures Corp.)*, 4 F.3d 1095, 1099 (2d Cir. 1993); *see also Richmond Leasing Co. v. Capital Bank, N.A.*, 762 F.2d 1303, 1311 (5th Cir. 1985) (“More exacting scrutiny would slow the administration of the debtor’s estate and increase its cost, interfere with the Bankruptcy Code’s provision for private control of administration of the estate, and threaten the court’s ability to control a case impartially”); *In re Helm*, 335 B.R. 528, 538 (Bankr. S.D.N.Y. 2006) (“The decision to assume or reject an executory contract is within the sound business judgment of the debtor-in-possession . . .”).

8. Courts defer to a debtor’s business judgment in assuming and assigning an executory contract, and upon finding that a debtor has exercised its sound business judgment, approve the assumption and assignment under section 365(a) of the Bankruptcy Code. *See Nostas Assocs. v. Costich (In re Klein Sleep Prods., Inc.)*, 78 F.3d 18, 25 (2d Cir. 1996); *Orion Pictures*, 4 F.3d at 1099, *In re Child World, Inc.*, 142 B.R. 87, 89-90 (Bankr. S.D.N.Y. 1992).

9. The “business judgment” standard is not a strict standard; it requires only a showing that either assumption or rejection of the executory contract will benefit the debtor’s estate. *See Official Comm. of Subordinated Bondholders v. Integrated Res., Inc. (In re Integrated Res., Inc.)*, 147 B.R. 650, 656 (S.D.N.Y 1992) (quoting *Smith v. Van Gorkum*, 488 A.2d 858, 872 (Del. 1985)) *appeal dismissed*, 3 F.3d 49 (2d Cir. 1993); *Committee of Asbestos-Related Litigants v. Johns-Manville Corp. (In re Johns-Manville Corp.)*, 60 B.R. 612 (Bankr. S.D.N.Y. 1986) (where the debtor articulates a reasonable basis for its business decisions, courts will generally not entertain objections to the debtor’s conduct).

10. In this case, assumption and assignment of the Contracts to the ERT is in the best interests of the Debtors’ estates, and a reasonable exercise of the Debtors’ business judgment. Once the Properties are transferred to the ERT, the Debtors will have no further interest in the Properties or use for the Contracts. The ERT, however, will have a continuing need for the various administrative and maintenance Contracts that pertain to the Properties so that the Properties can be appropriately remediated and ultimately sold and put to beneficial use in the future. The assumption and assignment of the Contracts to the ERT will also benefit the Debtors’ estates by relieving them of any potential rejection damages claims. Simply put, because the Contracts have no further value to the Debtors, they should be permitted to assume and assign the Contracts to the ERT.

B. The Debtors Will Cure Any Monetary Defaults Upon Assumption

11. Section 365(b) of the Bankruptcy Code establishes certain conditions that must be satisfied prior to the assumption of an executory contract if the contract contains a default:

(b)(1) If there has been a default in an executory contract or unexpired lease of the debtor, the trustee may not assume such contract or lease unless, at the time of assumption of such contract or lease, the trustee—

- (A) cures, or provides adequate assurance that the trustee will promptly cure, such default . . .
- (B) compensates, or provides adequate assurance that the trustee will promptly compensate, a party other than the debtor to such contract or lease, for any actual pecuniary loss to such party resulting from such default; and
- (C) provides adequate assurance of future performance under such contract or lease.

11 U.S.C. § 365(b)(1).

12. Certain defaults, however, need not be cured and do not require the debtor to provide adequate assurance of future performance. Specifically, section 365(b)(2) provides an exception to the requirements of section 365(b)(1) for certain defaults:

- (2) Paragraph (1) of this subsection does not apply to a default that is a breach of a provision relating to—
 - (A) the insolvency or financial condition of the debtor at any time before the closing of the case;
 - (B) the commencement of a case under this title; [or]
 - (C) the appointment of or taking possession by a trustee in a case under this title or a custodian before such commencement . . .

11 U.S.C. § 365(b)(2). The purpose of section 365(b)(2) is to ensure that “the requirements of section 365(b)(1) do not apply to defaults triggered by provisions relating to the insolvency or financial condition of the debtor, the commencement of a Chapter 11 case, or the appointment of a trustee in the case or a custodian before the case.” *L.R.S.C. Co. v. Rickel Home Cents., Inc. (In re Rickel Home Cents.)*, 209 F.3d 291, 298 (3d Cir. 2000).

13. The only events of default that could need be cured by the Debtors to satisfy section 365(b) of the Bankruptcy Code are payment defaults. However, the Debtors have

verified that there are currently no outstanding amounts owed to the Contract counterparties and, therefore, that they need to make no cure payments. If no objection is asserted with respect to the proposed cure amounts set forth on **Exhibit A**, the counterparty should be forever barred from asserting claims arising from defaults prior to the effective date of assumption; *provided, however*, that the Debtors shall continue to make payments under the Contracts in the ordinary course of business.

14. Another event of default that may be asserted by the Contract counterparties is the commencement of the above captioned chapter 11 cases by the Debtors. Pursuant to section 365(b)(2), however, the Debtors do not need to cure such defaults because they are unenforceable *ipso facto* provisions that are based upon the commencement of a case under the Bankruptcy Code. *See Summit Inv. and Dev. Corp. v. LeRoux (In re LeRoux)*, 69 F.3d 608, 610 (1st Cir. 1995); *In re Texaco Inc.*, 73 B.R. 960, 965 (Bankr. S.D.N.Y. 1987) (holding that counterparty could not accelerate notes because such right was only triggered upon a bankruptcy default clause, which was void pursuant to section 365(e)(1)); *see also In re Ernie Haire Ford, Inc.*, 403 B.R. 750, 759 (Bankr. M.D. Fla. 2009) (holding that counterparty's enforcement of right to terminate contract at will was unenforceable under section 365(e)(1) where the sole basis for termination was the debtor's bankruptcy filing).

C. Adequate Assurance of Future Performance by the Assignee Has Been Provided

15. Pursuant to 365(f)(2) of the Bankruptcy Code, the trustee may only assign an executory contract if "adequate assurance of future performance by the assignee of such contract or lease is provided." 11 U.S.C. § 365(f)(2). Under section 365(f)(2), the meaning of "adequate assurance of future performance" depends on the facts and circumstances of each case, but should be given "practical, pragmatic construction." *Carlisle Homes, Inc. v. Arrari (In re*

Carlisle Homes, Inc.), 103 B.R. 524, 538 (Bankr. D.N.J. 1989) (internal citations omitted); *see also In re Natco Indus., Inc.*, 54 B.R. 436, 440 (Bankr. S.D.N.Y. 1985) (explaining that adequate assurance of future performance does not mean absolute assurance that debtor will thrive and pay rent). Among other things, adequate assurance may be given by demonstrating the assignee's financial health and experience in managing the type of enterprise or property assigned. *See In re Bygraph, Inc.*, 56 B.R. 596, 605-06 (Bankr. S.D.N.Y. 1986) (holding that adequate assurance of future performance is present when prospective assignee of lease has financial resources and expressed willingness to devote sufficient funding to business to give it strong likelihood of succeeding; chief determinant of adequate assurance is whether rent will be paid).

16. As stated above, pursuant to the Plan, the Debtors have committed to fund the ERT with approximately \$262 million to finance the various administrative needs and activities of the ERT, including satisfying all projected obligations under the Contracts. These funds are in addition to the funds available for remediation activities. Because the ERT will be more than adequately funded, each Contract counterparty has adequate assurance of future performance by the assignee.

Waiver of Bankruptcy Rules 6004(a) and (h)

17. To implement the foregoing immediately, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the ten-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h).

Notice

18. Notice of this Motion has been provided to the parties to the Contracts in the attached **Exhibit A**, and parties in interest in accordance with the Fifth Amended Order Pursuant to 11 U.S.C. § 105(a) and Fed. R. Bankr. P. 1015(c) and 9007 Establishing Notice and

Case Management Procedures, dated January 3, 2011 (ECF No. 8360). The Debtors submit that such notice is sufficient and no other or further notice need be provided.

19. No previous request for the relief sought herein has been made by the Debtors to this or any other Court.

WHEREFORE the Debtors respectfully request entry of an order granting the relief requested herein and such other and further relief as is just.

Dated: New York, New York
February 17, 2011

/s/ Joseph H. Smolinsky

Harvey R. Miller
Stephen Karotkin
Joseph H. Smolinsky

WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

Attorneys for Debtors
and Debtors in Possession

Exhibit A
(Contracts)

Exhibit A**Executory Contracts**

	Counterparty Name	Contract Type	Property Address	Start Date	Notice Address	Cure Amount
1.	American Workplace Trucking Centers, Inc.	Easement/ Access/ License Agreement	Hamilton & Industrial SE Vacant Flint, Michigan	12/15/2006	Attn: William Morrow, President 5910 Kings Pointe Dr. Rochester, MI 48306-2246	\$0.00
2.	AYSO Region 766	Easement/ Access/ License Agreement	28 Acres - Linden Road Flint, Michigan	1/1/2000	Attn: Legal Officer/Bankruptcy Department 5270 Wyndemere Common Square Swartz Creek, MI 48473	\$0.00
3.	Bitzer Scroll, Inc.	Landlord Lease	One General Motors Circle Syracuse, New York	2/1/2008	Attn: Corporate Officer/ Authorized Agent 6731 Collamer Road East Syracuse, NY 13057	\$0.00
4.	Bogus Swamp Drainage District	Easement/ Access/ License Agreement	2800 West Saginaw Street Lansing, Michigan	5/11/1979	Attn: Legal Officer/Bankruptcy Department 407 North Cedar Street Mason, MI 48854-1012	\$0.00
5.	Camp Dresser & McKee Inc.	Brokerage	Syracuse, New York	3/5/2002	Salina Industrial Power Park Attn: Legal Officer/Bankruptcy Department One General Motors Drive, Suite 2 Syracuse, NY 13206	\$0.00
6.	Capital Area Transportation Authority	Easement/ Access/ License Agreement	2800 West Saginaw Street Lansing, Michigan	7/25/2007	St. Vincent Catholic Charities Attn: Legal Officer/Bankruptcy Department 2800 W. Willow St. Lansing, MI 48917-1833	\$0.00
7.	Carrier Creek Drainage District #326	Easement/ Access/ License Agreement	Central Circle Drive (a/k/a 2901 S. Canal Rd.) Eaton, Michigan		Carrier Creek Drainage District #326 1045 Independence Blvd. Attn: Brady Harrington Charlotte, MI 48813	\$0.00

	Counterparty Name	Contract Type	Property Address	Start Date	Notice Address	Cure Amount
8.	Carrier Creek Drain Drainage District #326	Easement/ Access/ License Agreement	Central Circle Drive (a/k/a 2901 S. Canal Rd.) Eaton, Michigan		Carrier Creek Drain Drainage District #326 1045 Independence Blvd. Attn: Brady Harrington Charlotte, MI 48813	\$0.00
9.	Centerpoint Associates Limited Partnership	Landlord Lease	Parts of Centerpoint Area Pontiac, Michigan	6/18/1996	Attn: Corporate Officer/ Authorized Agent 29100 Northwestern Highway Suite 200 Southfield, MI 48034	\$0.00
10.	Charter Township of Lansing, West Side Water Supply	Easement/ Access/ License and Amendment/ Continuation	2801 West Saginaw Street Lansing, Michigan	6/19/1986	Charter Township Of Lansing West Side Water Supply Attn: Legal Officer/Bankruptcy Department 3209 W Michigan Ave. Lansing, MI 48917-2921	\$0.00
11.	City of Flint	Easement/ Access/ License and Amendment/ Continuation	902 East Hamilton Avenue Flint, Michigan	12/4/1967	City Of Flint Attn: Legal Officer/Bankruptcy Department 902 E. Hamilton Ave. Flint, MI 48550-0001	\$0.00
12.	City of Flint	Easement/ Access/ License Agreement	902 East Hamilton Avenue Flint, Michigan	4/20/1960	City Of Flint Attn: Legal Officer/Bankruptcy Department 902 E. Hamilton Ave Flint, MI 48550-0001	\$0.00
13.	City of Pontiac	Easement/ Access/ License and Amendment/ Continuation	Parts of Centerpoint Area Pontiac, Michigan	6/1/1995	City Of Pontiac Department Of Public Services Attn: Roderyck B. Blake 47450 Woodward Ave. Pontiac, MI 48342-5009	\$0.00

	Counterparty Name	Contract Type	Property Address	Start Date	Notice Address	Cure Amount
14.	City of Pontiac	Easement/ Access/ License Agreement	Parts of Centerpoint Area Pontiac, Michigan	6/1/1995	City Of Pontiac Department Of Public Services Attn: Roderyck B. Blake 47450 Woodward Ave. Pontiac, MI 48342-5009	\$0.00
15.	City of Pontiac	Easement/ Access/ License and Amendment/ Continuation	Parts of Centerpoint Area Pontiac, Michigan	6/1/1995	City Of Pontiac Attn: Thomas E. Hunter, Deputy City Attorney 47450 Woodward Ave Pontiac, MI 48342-5009	\$0.00
16.	City of Pontiac	Easement/ Access/ License and Amendment/ Continuation	2100 South Opdyke Road Pontiac, Michigan	9/14/1995	City of Pontiac Attn: Legal Officer/Bankruptcy Department 450 Wide Track Drive, East Pontiac, MI 48058	\$0.00
17.	City of Pontiac	Easement/ Access/ License Agreement	Roadways@ Centerpoint Business Pontiac, Michigan	1/19/1994	City of Pontiac Attn: Legal Officer/Bankruptcy Department 55 Wessen Street Pontiac, MI 48341	\$0.00
18.	Clark Street Redevelopment Five, LLC	Partnership Agreement	Former Cadillac Site Detroit, Michigan	6/1/1998	Smith Group Development, Inc. Attn: Corporate Officer/Authorized Agent 150 W Jefferson Ave., Ste. 100 Detroit, MI 48226-4452	\$0.00
19.	Clark Street Redevelopment Four, LLC	Partnership Agreement	Former Cadillac Site Detroit, Michigan	8/1/1998	Smith Group Development, Inc. Attn: Corporate Officer/Authorized Agent 150 W Jefferson Ave., Ste. 100 Detroit, MI 48226-4452	\$0.00

	Counterparty Name	Contract Type	Property Address	Start Date	Notice Address	Cure Amount
20.	Clark Street Redevelopment One, LLC	Partnership Agreement	Former Cadillac Site Detroit, Michigan	6/1/1998	Smith Group Development, Inc. Attn: Corporate Officer/Authorized Agent 150 W Jefferson Ave., Ste. 100 Detroit, MI 48226-4452	\$0.00
21.	Clark Street Redevelopment Three, LLC	Partnership Agreement	Former Cadillac Site Detroit, Michigan	10/1/1998	Smith Group Development, Inc. Attn: Corporate Officer/Authorized Agent 150 W Jefferson Ave., Ste. 100 Detroit, MI 48226-4452	\$0.00
22.	Clark Street Redevelopment, LLC	Partnership Agreement	Former Cadillac Site Detroit, Michigan	1/1/1998	Smith Group Development, Inc. Attn: Corporate Officer/Authorized Agent 150 W Jefferson Ave., Ste. 100 Detroit, MI 48226-4452	\$0.00
23.	Consolidated Rail Corporation	Easement/ Access/ License Agreement	2800 West Saginaw Street Lansing, Michigan	11/1/1951	Consolidated Rail Corporation Attn: Corporate Officer/Authorized Agent 2801 West Saginaw Street Lansing, MI 48912	\$0.00
24.	Consolidated Rail Corporation	Easement/ Access/ License Agreement	2801 West Saginaw Street Lansing, Michigan	8/1/1953	Consolidated Rail Corporation Attn: Corporate Officer/Authorized Agent 2801 West Saginaw Street Lansing, MI 48912	\$0.00
25.	Consumers Power Company	Easement/ Access/ License Agreement	902 East Hamilton Avenue Flint, Michigan	5/12/1952	Consumers Power Company Attn: Corporate Officer/Authorized Agent 212 W Michigan Ave. Jackson, MI 49201-2236	\$0.00

	Counterparty Name	Contract Type	Property Address	Start Date	Notice Address	Cure Amount
26.	Consumers Power Company	Easement/ Access/ License and Amendment/ Continuation	902 East Hamilton Avenue Flint, Michigan	5/9/1957	Consumers Power Company Attn: Corporate Officer/Authorized Agent 212 W Michigan Ave. Jackson, MI 49201-2236	\$0.00
27.	Consumers Power Company	Easement/ Access/ License Agreement	902 East Hamilton Avenue Flint, Michigan	5/9/1957	Consumers Power Company Attn: Corporate Officer/Authorized Agent 212 W Michigan Ave. Jackson, MI 49201-2236	\$0.00
28.	Consumers Power Company	Easement/ Access/ License and Amendment/ Continuation	902 East Hamilton Avenue Flint, Michigan	7/1/1966	Consumers Power Company Attn: Corporate Officer/Authorized Agent 212 W Michigan Ave. Jackson, MI 49201-2236	\$0.00
29.	Consumers Power Company	Easement/ Access/ License Agreement	300 36th Street Southwest Grand Rapids, Michigan	11/20/1987	Consumers Power Company Attn: Corporate Officer/Authorized Agent 212 W Michigan Ave. Jackson, MI 49201-2236	\$0.00
30.	Consumers Power Company	Easement/ Access/ License Agreement	200 South Boulevard West Pontiac, Michigan	2/3/1977	Consumers Power Company Attn: Corporate Officer/Authorized Agent 212 W Michigan Ave. Jackson, MI 49201-2236	\$0.00
31.	Consumers Power Company	Easement/ Access/ License Agreement	902 East Hamilton Avenue Flint, Michigan	8/8/1980	General Motors Corporation Attn: Director Of Retail Real Estate 3044 W Grand Blvd. Detroit, MI 48202-3009	\$0.00

	Counterparty Name	Contract Type	Property Address	Start Date	Notice Address	Cure Amount
32.	Consumers Power Company	Easement/ Access/ License Agreement	300 36th Street Southwest Grand Rapids, Michigan	10/26/1970	Consumers Power Company Attn: Corporate Officer/Authorized Agent 212 W Michigan Ave. Jackson, MI 49201-2236	\$0.00
33.	Consumers Power Company	Easement/ Access/ License Agreement	300 36th Street Southwest Grand Rapids, Michigan	9/22/1972	Consumers Power Company Attn: Corporate Officer/Authorized Agent 212 W Michigan Ave. Jackson, MI 49201-2236	\$0.00
34.	Consumers Power Company	Easement/ Access/ License and Amendment/ Continuation	902 East Hamilton Avenue Flint, Michigan	11/1/1967	Consumers Power Company Attn: Corporate Officer/Authorized Agent 212 W Michigan Ave. Jackson, MI 49201-2236	\$0.00
35.	Consumers Power Company	Easement/ Access/ License Agreement	902 East Hamilton Avenue Flint, Michigan	11/1/1967	Consumers Power Company Attn: Corporate Officer/Authorized Agent 212 W Michigan Ave. Jackson, MI 49201-2236	\$0.00
36.	Consumers Power Company	Maintenance Agreement	902 East Hamilton Avenue Flint, Michigan	11/1/1967	Consumers Power Company Attn: Corporate Officer/Authorized Agent 212 W Michigan Ave. Jackson, MI 49201-2236	\$0.00
37.	Consumers Power Company	Easement/ Access/ License Agreement	200 South Boulevard West Pontiac, Michigan	2/3/1977	General Motors Corporation Attn: Corporate Officer/Authorized Agent 3044 W Grand Blvd. Detroit, MI 48202-3009	\$0.00

	Counterparty Name	Contract Type	Property Address	Start Date	Notice Address	Cure Amount
38.	Consumers Power Company	Easement/ Access/ License Agreement	300 36th Street Southwest Grand Rapids, Michigan	8/31/1978	General Motors Corporation Attn: Corporate Officer/Authorized Agent 485 W. Milwaukee St. 9th Floor, Argonaut "A" Building Detroit, MI 48202-3220	\$0.00
39.	Consumers Power Company	Easement/ Access/ License Agreement	300 36th Street Southwest Grand Rapids, Michigan	8/31/1987	Harold W. Nestle 300 36th St. SW MC 495-300-00 Grand Rapids, MI 49548-2107	\$0.00
40.	Consumers Power Company	Easement/ Access/ License Agreement	300 36th Street Southwest Grand Rapids, Michigan	10/1/1987	Harold W. Nestle 300 36th St. SW MC 495-300-00 Grand Rapids, MI 49548-2107	\$0.00
41.	Consumers Power Company	Easement/ Access/ License Agreement	300 36th Street Southwest Grand Rapids, Michigan	9/1/1988	Harold W. Nestle 300 36th St. SW MC 495-300-00 Grand Rapids, MI 49548-2107	\$0.00
42.	County of Genesee, Michigan	Easement/ Access/ License Agreement	1245 Coldwater Road Flint, Michigan	10/3/2005	County Of Genesee, Michigan Attn: Legal Officer/Bankruptcy Department G-4610 Beecher Road Flint, MI 48532	\$0.00
43.	County of Genesee, Michigan	Easement/ Access/ License Agreement	1245 Coldwater Road Flint, Michigan	10/3/2005	County Of Genesee, Michigan Attn: Legal Officer/Bankruptcy Department G-4610 Beecher Road Flint, MI 48532	\$0.00

	Counterparty Name	Contract Type	Property Address	Start Date	Notice Address	Cure Amount
44.	CSX Transportation, Inc.	Easement/ Access/ License Agreement	Route 37 East Massena, New York	2/15/2002	CSX Transportation, Inc. Karen E. Mohler 500 Water Street Jacksonville, FL 32202	\$0.00
45.	CSX Transportation, Inc.	Easement/ Access/ License Agreement	One General Motors Circle Syracuse, New York	1/21/2004	CSX Transportation, Inc. Attn: Karen E. Mohler 500 Water St Jacksonville, FL 32202-4423	\$0.00
46.	CSX Transportation, Inc.	Easement/ Access/ License Agreement	One General Motors Circle Syracuse, New York	1/21/2004	Roth Global Plastics, Inc. John C. Pezzi 1 General Motors Drive Syracuse, NY 13206	\$0.00
47.	Detroit Edison Company	Easement/ Access/ License Agreement	Former Cadillac Site Detroit, Michigan	11/18/2004	Attn: Corporate Officer/Authorized Agent 2000 Second Avenue Detroit, MI 48226	\$0.00
48.	Detroit Edison Company	Easement/ Access/ License Agreement	Parts of Centerpoint Area Pontiac, Michigan	3/4/1986	Michigan Bell Telephone Company Attn: Corporate Officer/Authorized Agent 1565 Cass Avenue Detroit, MI 48226	\$0.00
49.	Erie-Lackawanna Railroad Company	Easement/ Access/ License and Amendment/ Continuation	2525 W. Fourth Street Mansfield, Ohio	12/31/1956	Erie-Lackawanna Railroad Company Attn: Corporate Officer/Authorized Agent 5088 Tallow Point Road Tallahassee, FL 32309	\$0.00

	Counterparty Name	Contract Type	Property Address	Start Date	Notice Address	Cure Amount
50.	Erie-Lackawanna Railroad Company	Easement/ Access/ License Agreement	2525 W. Fourth Street Mansfield, Ohio	12/31/1956	Erie-Lackawanna Railroad Company Attn: Corporate Officer/Authorized Agent 5088 Tallow Point Road Tallahassee, FL 32309	\$0.00
51.	Etkin Equities, Inc.	Easement/ Access/ License Agreement	Roadways@ Centerpoint Business Pontiac, Michigan	1/19/1994	Attn: Corporate Officer/Authorized Agent 450 Wide Track Drive, East Pontiac, MI 48058 -and- Attn: Corporate Officer/Authorized Agent 55 Wessen Street Pontiac, MI 48341	\$0.00
52.	Fralo Plastech Manufacturing, LLC	Landlord Lease and Amendment/ Continuation	One General Motors Circle Syracuse, New York	12/9/2002	Attn: Corporate Officer/Authorized Agent One General Motors Drive, Syracuse, NY 13206	\$0.00
53.	Grand Trunk Railroad	Easement/ Access/ License Agreement	200 South Boulevard West Pontiac, Michigan	7/20/1977	General Motors Corporation Attn: Corporate Officer/Authorized Agent 3044 W Grand Blvd. Detroit, MI 48202-3009	\$0.00
54.	Grand Trunk Western Railway Company	Easement/ Access/ License Agreement	200 South Boulevard West Pontiac, Michigan	7/20/1977	Grand Trunk Western Railway Company Attn: Corporate Officer/Authorized Agent 131 W Lafayette Blvd. Detroit, MI 48226-2600	\$0.00

	Counterparty Name	Contract Type	Property Address	Start Date	Notice Address	Cure Amount
55.	Grand Trunk Western Railroad Company	Landlord Lease	200 South Boulevard West Pontiac, Michigan	8/20/1970	Grand Trunk Western Railroad Company Attn: Corporate Officer/Authorized Agent 131 W Lafayette Blvd. Detroit, MI 48226-2600	\$0.00
56.	Grand Trunk Western Railroad Company	Easement/ Access/ License and Amendment/Continuation	2100 South Opdyke Road Pontiac, Michigan	10/23/1972	Grand Trunk Western Railroad Company Attn: Corporate Officer/Authorized Agent 131 W Lafayette Blvd. Detroit, MI 48226-2600	\$0.00
57.	Grand Trunk Western Railroad Company	Easement/ Access/ License and Amendment/Continuation	200 South Boulevard West Pontiac, Michigan	8/20/1970	Grand Trunk Western Railroad Company Attn: Corporate Officer/Authorized Agent 131 W Lafayette Blvd. Detroit, MI 48226-2600	\$0.00
58.	Hyatt Hills Golf Course Commission	Operating Agreement	1300 Raritan Road Clark, New Jersey	8/20/2002	1300 Raritan Road Attn: Corporate Officer/Authorized Agent P.O. Box 5663 Clark, NJ 07066 -and- Rogut McCarthy PC Attn: Legal Officer/Bankruptcy Department 37 Alden Street Cranford, NJ 07016	\$0.00

	Counterparty Name	Contract Type	Property Address	Start Date	Notice Address	Cure Amount
59.	Kansas City Power & light Company	Easement/ Access/ License and Amendment/Continuation	6817 Stadium Drive Kansas City, Missouri	6/7/1963	Kansas City Power & Light Company Attn: Corporate Officer/Authorized Agent P.O. Box 418679 Kansas City, MO 64141	\$0.00
60.	Klein Steel Service Inc.	Landlord Lease	One General Motors Circle Syracuse, New York	1/2/2009	Salina Industrial Powerpark Attn: Corporate Officer/Authorized Agent 1 General Motors Drive Syracuse, NY 13206	\$0.00
61.	Lansing Board of Water and Light	Easement/ Access/ License Agreement	2800 West Saginaw Street Lansing, Michigan	11/4/1996	Lansing Board Of Water And Light Attn: Legal Officer/Bankruptcy Department 123 West Ottawa Street P.O. Box 13007 Lansing, MI 48901-3007	\$0.00
62.	Lear K. Simpson and Constance Eileen Simpson	Easement/ Access/ License Agreement	1451 Lebanon School Road W. Mifflin, Pennsylvania	7/5/1955	Lear K. Simpson and Constance Eileen Simpson 578 Euclid Ave. Dravosburg, PA 15034	\$0.00
63.	Leeds Industrial Park, Inc.	Landlord Lease	6817 Stadium Drive Kansas City, Missouri	11/13/2006	Attn: Corporate Officer/Authorized Agent 6817 Stadium Drive, #2 Kansas City, MO 64129	\$0.00
64.	New Castle County, State of Delaware	Easement/ Access/ License Agreement	801 Boxwood Road Wilmington, Delaware	8/3/1970	NCC Government Center Attn: Corporate Officer/Authorized Agent 87 Read's Way New Castle, DE 19720	\$0.00

	Counterparty Name	Contract Type	Property Address	Start Date	Notice Address	Cure Amount
65.	New Castle County, State of Delaware	Easement/ Access/ License Agreement	801 Boxwood Road Wilmington, Delaware	8/3/1970	NCC Government Center Attn: Corporate Officer/Authorized Agent 87 Read's Way New Castle, DE 19720	\$0.00
66.	New Par d/b/a Verizon Wireless	Easement/ Access/ License Agreement	660 East South Boulevard Pontiac, Michigan	2/23/2005	Attn: Corporate Officer/Authorized Agent 180 Washington Valley Road Bedminster, NJ 07921	\$0.00
67.	New York Power Authority	Maintenance Agreement	Massena, New York	11/30/1992	New York Power Authority Attn: Legal Officer/Bankruptcy Department PO Box 2245 Syracuse, NY 13220-2245	\$0.00
68.	New York Power Authority	Operating Agreement	Massena, New York	6/23/1992	New York Power Authority Attn: Legal Officer/Bankruptcy Department PO Box 2245 Syracuse, NY 13220-2245	\$0.00
69.	Niagara Mohawk Power Corporation	Easement/ Access/ License Agreement	Townline Road Syracuse, New York	1/7/1997	Niagara Mohawk Power Corporation 300 Erie Blvd W. Attn: Supervisor Syracuse, NY 13202-4201	\$0.00
70.	Niagara Mohawk Power Corporation	Easement/ Access/ License Agreement	Route 37 East Massena, New York	8/27/2007	Niagara Mohawk Power Corporation 300 Erie Blvd W. Attn: Supervisor Syracuse, NY 13202-4201	\$0.00

	Counterparty Name	Contract Type	Property Address	Start Date	Notice Address	Cure Amount
71.	Niagara Mohawk Power Corporation	Easement/ Access/ License Agreement	Route 37 East Massena, New York	1/8/2007	Niagara Mohawk Power Corporation 300 Erie Blvd W. Attn: Supervisor Syracuse, NY 13202-4201	\$0.00
72.	Niagara Mohawk Power Corporation	Easement/ Access/ License Agreement	Townline Road Syracuse, New York	1/7/1997	Niagara Mohawk Power Corporation 300 Erie Blvd W. Attn: Ron Kuhn Syracuse, NY 13202-4201	\$0.00
73.	Norfolk Southern Corporation c/o Met Fab Division	Easement/ Access/ License Agreement	300 36th Street Southwest Grand Rapids, Michigan	5/8/1973	Norfolk Southern Corporation c/o Met Fab Division Attn: Corporate Officer/Authorized Agent 300 36th St. SW Grand Rapids, MI 49548-2107	\$0.00
74.	Ohio Edison Company	Easement/ Access/ License and Amendment/ Continuation	2525 W. Fourth Street Mansfield, Ohio	11/15/1956	Ohio Edison Company 47 N Main St. Attn: Corporate Officer/Authorized Agent Akron, OH 44308-1925	\$0.00
75.	Ohio Edison Company	Easement/ Access/ License and Amendment/ Continuation	2525 W. Fourth Street Mansfield, Ohio	9/17/1957	Ohio Edison Company 47 N Main St. Attn: Corporate Officer/Authorized Agent Akron, OH 44308-1925	\$0.00
76.	Onondaga County Water Authority	Easement/ Access/ License and Amendment /Continuation	One General Motors Drive Syracuse, New York	4/23/1958	Onondaga County Water Authority 1240 Wolf Street Attn: Legal Officer/Bankruptcy Department Salina, NY 13208	\$0.00

	Counterparty Name	Contract Type	Property Address	Start Date	Notice Address	Cure Amount
77.	Pyramid Brokerage, Inc.	Operating Agreement	One General Motors Drive Syracuse, New York	1/1/2000	Pyramid Brokerage, Inc. Attn: John Clark 5786 Widewaters Pkwy P.O. Box 3 Syracuse, NY 13214	\$0.00
78.	Red Oak Holdings, Inc.	Easement/ Access/ License Agreement	a/k/a 199 NE 12th Street Miami, Florida	3/27/1997	Red Oak Holdings, Inc. President 6101 SW 76th St South Miami, FL 33143-5021	\$0.00
79.	Remediation and Liability Management Company, Inc.	Easement/ Access/ License Agreement	12950 Eckles Road Livonia, Michigan	8/21/2002	The Detroit Edison Company Director 2000 2nd Ave Detroit, MI 48226-1203	\$0.00
80.	Remediation and Liability Management Company, Inc.	Easement/ Access/ License Agreement	28 Acres - Linden Road Flint, Michigan	12/8/2005	Attn: Corporate Officer/Authorized Agent 6249 Covered Wagon Trail Flint, MI 48532	\$0.00
81.	Remediation and Liability Management Company, Inc. c/o Worldwide Real Estate	Easement/ Access/ License Agreement	12950 Eckles Road Livonia, Michigan	8/21/2002	The Detroit Edison Company Attn: Director 2000 2nd Ave Detroit, MI 48226-1203	\$0.00
82.	Sinclair Pipe Line Company	Easement/ Access/ License and Amendment/ Continuation	2525 W. Fourth Street Mansfield, Ohio	11/20/1957	Sinclair Pipe Line Company Attn: Corporate Officer/Authorized Agent P.O. Box 30825 Salt Lake City, UT 84130	\$0.00
83.	SRCTec, Inc.	Landlord Lease	One General Motors Circle Syracuse, New York	11/15/2008	Attn: Corporate Officer/Authorized Agent 5801 East Taft Road, North Syracuse, NY 13212	\$0.00

	Counterparty Name	Contract Type	Property Address	Start Date	Notice Address	Cure Amount
84.	St. Lawrence Gas Company, Inc.	Easement/ Access/ License and Amendment/ Continuation	Route 37 East Massena, New York	3/13/1973	St. Lawrence Gas Company, Inc. Attn: Corporate Officer/Authorized Agent 42 Main St Massena, NY 13662-1920	\$0.00
85.	Syracuse Glass Company, Inc.	Landlord Lease and Amendment/ Continuation	One General Motors Circle Syracuse, New York	5/1/2009	One General Motors Drive Suite 617 Attn: Corporate Officer/Authorized Agent P.O. Box 381, Syracuse NY 13206 -and- Shulman Curtin Grunder & Regan P.C. Attn: Legal Officer/Bankruptcy Department 250 South Clinton Street Suite 502 Syracuse, NY 13202-1262	\$0.00
86.	The Chesapeake and Ohio Railway Company	Easement/ Access/ License and Amendment/ Continuation	902 East Hamilton Avenue Flint, Michigan	2/27/1951	The Chesapeake And Ohio Railway Company Attn: Corporate Officer/Authorized Agent 1 Lewis Street Whitesville, WV 25209	\$0.00
87.	The City of Anderson, Indiana	Easement/ Access/ License Agreement	2915 Pendleton Avenue Anderson, Indiana		The City Of Anderson, Indiana Attn: Legal Officer/Bankruptcy Department 120 E 8th St Anderson, IN 46016-1505	\$0.00

	Counterparty Name	Contract Type	Property Address	Start Date	Notice Address	Cure Amount
88.	The City of Flint, Michigan	Easement/ Access/ License Agreement	902 East Hamilton Avenue Flint, Michigan	1/25/2007	The City Of Flint, Michigan Attn: Legal Officer/Bankruptcy Department 1101 S. Saginaw Street Flint, MI 48502	\$0.00
89.	The City of Lansing	Easement/ Access/ License Agreement	2800 West Saginaw Street Lansing, Michigan	9/16/1968	City of Lansing Attn: Legal Officer/Bankruptcy Department 123 W Ottawa Street Lansing, MI 48933-1601	\$0.00
90.	The City of Pontiac	Easement/ Access/ License and Amendment/ Continuation	2100 South Opdyke Road Pontiac, Michigan	11/25/1969	The City Of Pontiac Attn: Legal Officer/Bankruptcy Department 47450 Woodward Ave Pontiac, MI 48342-5009	\$0.00
91.	The City of Pontiac	Easement/ Access/ License Agreement	2000 Centerpoint Parkway Pontiac, Michigan	8/22/1977	The City Of Pontiac Attn: Legal Officer/Bankruptcy Department 450 Wide Track Drive, East Pontiac, MI 48058	\$0.00
92.	The City of Pontiac	Easement/ Access/ License Agreement	200 South Boulevard West Pontiac, Michigan	2/3/1978	The City Of Pontiac Attn: Legal Officer/Bankruptcy Department 450 Wide Track Drive, East Pontiac, MI 48058	\$0.00
93.	The City of Syracuse, New York	Easement/ Access/ License Agreement	One General Motors Circle Syracuse, New York		The City Of Syracuse Attn: Legal Officer/Bankruptcy Department 233 East Washington Street Syracuse, NY 13202	\$0.00

	Counterparty Name	Contract Type	Property Address	Start Date	Notice Address	Cure Amount
94.	The City of Syracuse, New York	Easement/ Access/ License and Amendment/ Continuation	One General Motors Circle Syracuse, New York		The City Of Syracuse Attn: Legal Officer/Bankruptcy Department 233 East Washington Street Syracuse, NY 13202	\$0.00
95.	The Detroit Edison Company	Easement/ Access/ License Agreement	Clark Street & Michigan Avenue Detroit, Michigan	4/27/1998	The Detroit Edison Company Attn: Corporate Officer/Authorized Agent 2000 Second Avenue Room 2310 Wcb Detroit, MI 48226	\$0.00
96.	The Detroit Edison Company	Easement/ Access/ License Agreement	Clark Street & Michigan Avenue Detroit, Michigan	4/27/1998	The Detroit Edison Company Attn: Corporate Officer/Authorized Agent 2000 Second Avenue Room 2310 Wcb Detroit, MI 48226	\$0.00
97.	The Detroit Edison Company	Easement/ Access/ License Agreement	2100 South Opdyke Road Pontiac, Michigan	5/10/1996	The Detroit Edison Company Attn: Corporate Officer/Authorized Agent 2000 Second Avenue Room 2310 Wcb Detroit, MI 48226	\$0.00
98.	The Detroit Edison Company	Easement/ Access/ License Agreement	2000 Centerpoint Parkway Pontiac, Michigan	9/13/1961	The Detroit Edison Company Attn: Corporate Officer/Authorized Agent 2000 Second Avenue Room 2310 Wcb Detroit, MI 48226	\$0.00

	Counterparty Name	Contract Type	Property Address	Start Date	Notice Address	Cure Amount
99.	The Detroit Edison Company	Landlord Lease	620 South East Boulevard Pontiac, Michigan	3/15/1955	The Detroit Edison Company Attn: Corporate Officer/Authorized Agent 2000 Second Avenue Room 2310 Wcb Detroit, MI 48226	\$0.00
100.	The Detroit Edison Company	Easement/ Access/ License and Amendment/ Continuation	2000 Centerpoint Parkway Pontiac, Michigan	7/1/1988	The Detroit Edison Company Attn: Corporate Officer/Authorized Agent 2000 Second Avenue Room 2310 Wcb Detroit, MI 48226	\$0.00
101.	The Detroit Edison Company	Easement/ Access/ License and Amendment/ Continuation	660 East South Boulevard Pontiac, Michigan	11/28/1950	The Detroit Edison Company Attn: Corporate Officer/Authorized Agent 2000 Second Avenue Room 2310 Wcb Detroit, MI 48226	\$0.00
102.	The Kansas City Southern Railway Company	Easement/ Access/ License Agreement	6817 Stadium Drive Kansas City, Missouri	6/1/1962	The Kansas City Southern Railway Company Attn: Corporate Officer/Authorized Agent 427 West 12th Street Kansas City, MO 64105-1403	\$0.00
103.	The New York Central Railroad Company	Easement/ Access/ License Agreement	One General Motors Circle Syracuse, New York	3/18/1953	The New York Central Railroad Company Attn: Corporate Officer/Authorized Agent 230 Park Avenue New York, NY 10169-0005	\$0.00

	Counterparty Name	Contract Type	Property Address	Start Date	Notice Address	Cure Amount
104.	The New York Central Railroad Company	Easement/ Access/ License Agreement	Route 37 East Massena, New York	1/19/1962	The New York Central Railroad Company Attn: Corporate Officer/Authorized Agent 230 Park Avenue New York, NY 10169-0005	\$0.00
105.	The New York Railroad Company	Easement/ Access/ License Agreement	One General Motors Circle Syracuse, New York	1/21/2004	The New York Central Railroad Company Attn: Corporate Officer/Authorized Agent 230 Park Avenue New York, NY 10169-0005	\$0.00
106.	The Village of Tilton, Illinois	Easement/ Access/ License Agreement	1-74 G Street Danville, Illinois		The Village Of Tilton, Illinois Attn: Legal Officer/Bankruptcy Department 201 W 5th St. Tilton, IL 61833-7429	\$0.00
107.	The Village of Tilton, Illinois	Easement/ Access/ License Agreement	1-74 G Street Danville, Illinois		The Village Of Tilton, Illinois Attn: Legal Officer/Bankruptcy Department 201 W 5th St. Tilton, IL 61833-7429	\$0.00
108.	The Village of Tilton, Illinois	Easement/ Access/ License Agreement	1-74 G Street Danville, Illinois		The Village Of Tilton, Illinois Attn: Legal Officer/Bankruptcy Department 201 W 5th St. Tilton, IL 61833-7429	\$0.00

	Counterparty Name	Contract Type	Property Address	Start Date	Notice Address	Cure Amount
109.	Village of Tilton	Easement/ Access/ License Agreement	1-74 G Street Danville, Illinois		T The Village Of Tilton, Illinois Attn: Legal Officer/Bankruptcy Department 201 W 5th St. Tilton, IL 61833-7429	\$0.00
110.	Village of Tilton	Easement/ Access/ License Agreement	1-74 G Street Danville, Illinois		The Village Of Tilton, Illinois Attn: Legal Officer/Bankruptcy Department 201 W 5th St. Tilton, IL 61833-7429	\$0.00
111.	Xstraata Magnesium Corporation	Easement/ Access/ License Agreement	1820 East 32nd St Anderson, Indiana	1/16/2001	Attn: Corporate Officer/Authorized Agent 1820 East 32nd Street Anderson, IN 46013 -and- Brunson & Kahn 300 West Washington, 14th Floor Chicago, IL, 60606	\$0.00
112.	Xstraata Magnesium Corporation	Easement/ Access/ License Agreement	1820 East 32nd St Anderson, Indiana	1/16/2001	Attn: Corporate Officer/Authorized Agent 1820 East 32nd Street Anderson, IN 46013 -and- Brunson & Kahn 300 West Washington, 14th Floor Chicago, IL, 60606	\$0.00

Exhibit B
(Proposed Order)

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----x
In re : Chapter 11 Case No.
: :
MOTORS LIQUIDATION COMPANY, et al., : **09-50026 (REG)**
f/k/a General Motors Corp., et al. :
: :
Debtors. : (Jointly Administered)
:
-----x

**ORDER PURSUANT TO 11 U.S.C. § 365 AUTHORIZING THE DEBTORS TO
ASSUME AND ASSIGN CERTAIN CONTRACTS TO THE ENVIRONMENTAL
RESPONSE TRUST CONDITIONED ON AND AS OF THE EFFECTIVE DATE**

Upon the Motion, dated February 17, 2011 (the “**Motion**”),¹ of Motors Liquidation Company (f/k/a General Motors Corporation) and its affiliated debtors, as debtors in possession (collectively, the “**Debtors**”), for an order authorizing the Debtors to assume and assign certain contracts to the Environmental Response Trust, on and as of the effective date of the Plan, pursuant to section 365 of title 11, United States Code (the “**Bankruptcy Code**”), and Rule 6004 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), all as more fully described in the Motion; and due and proper notice of the Motion having been provided, and it appearing that no other or further notice need be provided; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, creditors, and all parties in interest and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is

ORDERED that the Motion is granted as provided herein; and it is further

¹ Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

ORDERED that the requirements set forth in Bankruptcy Rule 6004(a) are hereby waived; and it is further

ORDERED that pursuant to Bankruptcy Rule 6004(h), the terms and provisions of the Order shall be immediately effective and enforceable upon its entry; and it is further

ORDERED that pursuant to sections 365(a), (b) and (f) of the Bankruptcy Code, the Debtors are hereby authorized to assume the Contracts listed on **Exhibit A** to the Motion, and assign them to the ERT, on and as of the effective date of the Plan; and it is further

ORDERED that in the absence of an objection to the cure amounts set forth on **Exhibit A**, each counterparty to a Contract shall be barred from asserting a claim for any defaults arising prior to the effective date of assumption; and it is further

ORDERED that this Court shall retain jurisdiction to hear and determine all matters arising from or related to this Order.

Dated: New York, New York
_____, 2011

United States Bankruptcy Judge